

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF SACRAMENTO, hereafter referred to as "CITY"**

**I. INSURANCE REQUIREMENTS**

1. Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
2. CITY shall furnish COUNTY with certificates evidencing coverage required below. **The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and general public are adequately protected.** All certificates or evidences of self-insurance are to be received and approved by COUNTY before performance commences.

**II. MINIMUM SCOPE OF INSURANCE.**

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to CITY's profession.
5. **UMBRELLA** or Excess Liability policies are acceptable where the need for

higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that are at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

### III. MINIMUM LIMITS OF INSURANCE

1. General Liability shall be made on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Product Comp/Op Aggregate:	\$2,000,000
Personal & Adv Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

RESOLUTION NO. 2006-0630

**BE IT RESOLVED AND ORDERED** that the Chair of the Board of Supervisors be and is hereby authorized and directed to execute an agreement to provide for hazardous materials incident response service by the Sacramento City Fire Department to other County Fire Districts, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with City of Sacramento and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Dickinson, seconded by Supervisor Nottoli, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 23rd day of May, 2006, by the following vote, to wit:

AYES:	Supervisors,	Dickinson, Nottoli, MacClashan
NOES:	Supervisors,	None
ABSENT:	Supervisors,	Collin, Peters
ABSTAIN:	Supervisors,	None



Roberta MacClashan  
Chair of the Board of Supervisors  
of Sacramento County, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on MAY 23 2006

By [Signature]  
Deputy Clerk, Board of Supervisors

ATTEST: [Signature]  
Clerk, Board of Supervisors

**FILED**

MAY 23 2006

BOARD OF SUPERVISORS

BY [Signature]  
CLERK OF THE BOARD

Adopted by the City of Sacramento City Council on October 10, 2006 by the following vote:

Ayes: Councilmembers, Cohn, Fong, Hammond, McCarty, Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: Councilmember Pannell.

Attest: Shirley Concolino  
Shirley Concolino, City Clerk

Heather Fargo  
Mayor, Heather Fargo

**XXI. TRAINING**

At a frequency not exceeding once each calendar quarter, COUNTY Environmental Management Department will make available at least two of their Incident Response Team personnel to participate in HAZMAT response training conducted by CITY. Each training event shall not exceed eight hours in duration.

**COUNTY OF SACRAMENTO AGREEMENT NO. # \_\_\_\_\_**

**AGREEMENT**

This AGREEMENT is made and entered into as of this 23<sup>rd</sup> day of May 2006, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THE SACRAMENTO METROPOLITAN FIRE DISTRICT, (hereinafter referred to as "METRO"). This AGREEMENT is made to amend the prior agreement made between these same parties dated June 17, 2004.

**RECITALS**

**WHEREAS**, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment; and

**WHEREAS**, the proper management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel; and

**WHEREAS**, METRO has recognized the need for expanding the number of hazardous materials response teams available the various fire districts or departments throughout Sacramento County to mitigate situations involving the release of such materials; and

**WHEREAS**, METRO is developing a hazardous materials response team (hereinafter called "HAZ-MAT TEAM"), with specialized apparatus, equipment and capabilities to augment existing area incident response resources; and

**WHEREAS**, because the HAZ-MAT TEAM being established by METRO will require a transition period to achieve full operational capability, METRO is not seeking financial consideration over the term of this Agreement; and

**WHEREAS**, the cost of establishing and maintaining a hazardous materials response team capability is so expensive and occurrence of emergency response incidents requiring the specialized expertise of a hazardous materials response team has increased so significantly that the COUNTY has determined that it would be more economical, feasible and appropriate to utilize the services of the HAZ-MAT TEAM available from METRO rather than to develop and maintain duplicate response teams in various locations in the unincorporated area of Sacramento County; and

**WHEREAS**, METRO has offered to provide the services of their HAZ-MAT TEAM to hazardous materials incidents within their jurisdiction and on a case by case basis to the Elk Grove Community Services District Fire Department, City of Folsom Fire Department, Galt Fire Protection District, Isleton Fire Protection District, Isleton Fire Department, Wilton Fire Protection District, Walnut Grove Fire Protection District, Delta Fire Protection District, Herald Fire Protection District and Delta Fire Protection District (hereafter called "COUNTY FIRE DISTRICTS") and to COUNTY under the provisions of this agreement and a separate mutual aid agreement:

**WHEREAS**, COUNTY and METRO desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and METRO agree as follows:

**I. SCOPE OF SERVICES**

METRO shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Amended Agreement shall be effective and commence as of the date first written above and shall end on July 1, 2009.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

**TO COUNTY**

DIRECTOR  
Environmental Management  
Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95826

**TO METRO**

FIRE CHIEF  
Sacramento Metropolitan Fire District  
2101 Hurley Way  
Sacramento, CA 95825-3208

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a